FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00072837 **Type of Permit:** STILL **Release Date:** 12/13/2013

Production Company DOUG INGLISH PHOTOGRAPHY INC

Insured Company Name DOUG INGLISH PHOTOGRAPHY INC

Contact Phone No. 1 310-278-9755
Contact Phone No. 2
Fax
Address 1525 N DOHENY DR
LOS ANGELES, California 90069

Production Title LOVE MAGAZINE

Type of Production Still Photo

Producer Joe Daley

Director Joe Daley

1st AD Joe Daley

Production Manager Joe Daley

FilmL.A. Coordinator Brian Palmert

Location Manager Joe Daley
Primary Phone Mobile - 310-717-6028
Secondary Phone Office - 310-278-9755

Location Assistant joe Daley
Primary Phone Mobile - 310-717-6028
Secondary Phone Office - 310-278-9755

Fees

FILMLA STILL APPLICATION FEE	$60.00
LA COUNTY - STILL USE FEE - BEACHES	$100.00

Total Permit Fee $160.00

Number of Locations 1

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Summary Information — Location

Permit Number	S00072837	**Location Manager**	Joe Daley
Production Company	DOUG INGLISH PHOTOGRAPHY INC	Primary Phone	Mobile - 310-717-6028
Insured Company	DOUG INGLISH PHOTOGRAPHY INC	Secondary Phone	Office - 310-278-9755
Production Title	LOVE MAGAZINE		

Location Address 12501 Vista del Mar, Los Angeles, CA, 90293

Location Name DOCKWEILER BEACH

Location Type Beach

Location Description LOS ANGELES COUNTY BEACH

Film Dates 12/16/2013 - 12/16/2013 07:00 - 18:00 1 day

Open or Closed to the Public Open

Generic Conditions
Must comply with attached Beaches and Harbors Conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
Terms & Condition e delivery.pdf
Doug English.pdf
DockweilerBeach_SpecialFilmingConditions_2012-03-01.pdf
ParkingGuidelines_2012-03-01.pdf
GenFilmPermitConditions_2012-03-01.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	12
Motor Homes	1

Personnel on Location

Type	Quantity
Cast	1
Crew	14

Filming Activities Exterior models against scenery; Handheld equipment; Tower 49/50 & parking lot #3;

Jurisdiction **Political:** Los Angeles County - Supervisor District 2 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 732 **Grid:** D1

Location Notes RESERVATIONS FOR FILMING MUST BE DONE THROUGH FILML.A.

All production companies must contact parking management prior to film date and make arrangements for parking, payments and staffing (see parking lot guidelines attached). All production vehicles must display a parking receipt on dashboard of vehicles and must only enter lots during approved/authorized dates and times. Failure to display parking receipts on dashboard of vehicle or unauthorized entry will result in a parking citation.

Approvals

LOS ANGELES COUNTY DEPARTMENT OF BEACHES & HARBORS	Denise Flores
LOS ANGELES POLICE DEPARTMENT	Gabriel Aleman

Coordinator Note NO WATER ACTIVITIES

Coordinator Note
Must not block emergency access routes
Must fly cables over bike path.

Parking **Base Camp** **Crew Parking**

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Summary Information

Location

Location 1 of 1

Permit Number	S00072837	**Location Manager**	Joe Daley
Production Company	DOUG INGLISH PHOTOGRAPHY INC	Primary Phone	Mobile - 310-717-6028
Insured Company	DOUG INGLISH PHOTOGRAPHY INC	Secondary Phone	Office - 310-278-9755
Production Title	LOVE MAGAZINE		

Location Type : Filming Location

Parking Notes
Lot #3 - Pay Upon Arrival

Location Type : Filming Location

NOT A PERMIT

Special Filming Conditions for Los Angeles County Beaches
DOCKWEILER BEACH

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

These Conditions have been drafted by the Los County Department of Beaches & Harbors to help facilitate filming on Los Angeles County Beaches.

- All equipment must be 10 feet from bike path
- Companies must fly cables over bike path.
- No driving on service road.
- Only still photography (less that 15 cast/crew and minimal equipment) will be allowed on grassy knoll at entrance of parking lot.
- No filming, blocking or parking on access ramps or storm drains.
- No filming at Lifeguard towers #46 and #47 due to Snowy Plover enclosure.
- No use of access road from Lifeguard towers #44 to #48.
- Must have a safety person present when driving in lot.
- No vehicles or other equipment on turf, unless otherwise approved by DBH.

<u>Driving Scenes</u>:

- Driving scenes may be allowed between Lifeguard towers 59 and 60, from October through April.
- Driving below the mean high tide, which is the highest level reached on the sand by the ocean water, is prohibited.
- For safety purposes, production companies are required to hire an off-duty/retired LAPD officer for all driving scenes.
- Production company will be responsible for employing the help of DBH staff and equipment (Department fees will apply) or a tow truck with 4 x 4 capacity if their vehicles get stuck in the sand.
- Production company must cordon-off the area where the driving scene will take place to exclude the general public from the area.
- Use of flagmen are required for safety purposes to shut down the bike path when vehicles or pedestrians are crossing.
- High levels of security may be required for big productions or stunt shoots, at the production company's expense.
- On the day of the shoot, if water/weather conditions are unsafe for driving scenes, Lifeguards have the authority to cancel the shoot.
- Unusual requests for driving scenes will be evaluated on a case-by-case basis.

NOT A PERMIT

PARKING GUIDELINES
FOR THE USE OF COUNTY PARKING LOTS
OPERATED BY PARKING MANAGEMENT COMPANY

1. Companies must make parking arrangements for parking in L.A. County parking lots with DBH's parking contractor prior to first film date.

2. All production companies must have prior authorization for in/out parking privileges in any L.A. County parking lot. Arrangements must be made in advance with DBH's parking contractor. Film companies paying upon entry, without prior arrangements, will not be allowed in and out privileges.

3. All production vehicles must display a parking receipt on dashboard of vehicles and must only enter lots during approved/authorized dates and times. Failure to display parking receipts on dashboard of vehicle or unauthorized entry will result in a parking citation.

4. The production company may not block public or emergency access or park vehicles in any front row adjacent to local businesses at Venice Beach at any time (see parking lot maps).

5. The production company is prohibited from parking in disabled parking spaces, short-term metered parking and from blocking any pay stations at any time (no exceptions).

6. A walkthrough is to be conducted after the production company has parked all of its vehicles. This walkthrough is to be done by the location manager (or designated representative) and a parking contractor supervisor to determine the exact number of spaces being utilized and that number is called into the parking contractor's office. The location manager must make arrangements to meet again with the parking contractor supervisor at a designated time to confirm spaces prior to vacating the parking lot and again that number is called into the parking contractor's office.

7. The production company will be invoiced for any additional spaces occupied by cast/crew members' cars, equipment vehicles and cone-off spaces.

8. Production companies wanting to use parking spaces at one of the parking contractor operated parking lots on the beach or in the Marina del Rey area must contract the parking contractor directly (310.821.1081) and speak with office management. Normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

9. Parking fees are not included on film permits. A film permit number must be provided to the parking contractor and the contractor will provide the production company estimated charges for the use of the parking lot(s). Payment arrangements must be made with the parking contractor directly at least one business day prior (and before 4:00 p.m.) for the use of the parking lot(s).

10. Cancellation of a parking contract must be done at least one day prior. Refunds will be given within ten to twelve weeks.

11. A parking contract does not constitute a film permit.

12. Sign removal in L.A. County parking lots is prohibited.

NOT A PERMIT

General Film Permit Conditions

1. Production company must have a finalized copy of the film permit, including General Film Permit Conditions and Parking Lot Guidelines on set at all times.

2. If use of Maintenance or Lifeguard personnel is required, it must be reflected on the permit and call times indicated. Lifeguards require 24-hour notice to be hired with a 4-hour minimum requirement. Maintenance also requires 24-hour notice to be hired. A County Lifeguard is required for any filming that occurs on a beach or parking lot after hours (2200-0600 hrs). There is an 8-hour minimum for all after hours filming.

3. Filming requests will be approved on a case-by-case basis.

4. Companies must cover and/or fly cables over pedestrian walkways and turf areas.

5. Filming must not interfere with Lifeguard or Maintenance activities at any time and must not interfere with scheduled beach or park activities or special events.

6. May not block public or emergency access at any time.

7. No catering or craft services allowed on pedestrian walkways or bike path.

8. No animals allowed unless prior approval from DBH, FilmL.A., and local municipal Animal Control office and is indicated on permit. All dogs must remain on leashes and off sand when not filming.

9. No driving scenes allowed on sand or turf areas.[1]

10. Tent use must be indicated on permit. No staking into parking lot. Sandbags or closed water containers must be used for anchoring items on the sand.

11. Emergency access area (marked in red) cannot be used at any time. Exceptions subject to review and approval by DBH Parking and the Fire Department/Lifeguards.

12. All water activities require a Lifeguard to be hired with a minimum of 4 hours of service.

13. Production company may be required to hire a FilmL.A. Monitor if the production or filming negatively impacts public safety or beach operations.

14. Production personnel must be assigned to power cables and/or coned off areas when posing a safety concern.

15. A safety officer must be assigned to motorized equipment when on the sand.

16. Filming and clean-up must be complete by 10:00 p.m. unless otherwise authorized by DBH.

[1] Excludes Dockweiler State Beach

NOT A PERMIT

17. No chemicals on the beach or in the water unless approved by the Director and Fire Chief.

18. Production companies must remove all trash and debris resulting from activity.

19. Playback and amplified sound must be kept to moderate levels after 10:00 p.m. so long as not to disturb nearby residents. Prior approval required from DBH and FilmL.A.[2]

20. Lifeguard towers must be indicated on permit.

21. Digging holes in the sand less than 4 feet deep must be approved by the Director and indicated on permit. Production companies must secure holes in the sand by providing trench shoring, an exclusionary zone with caution tape, staging safety personnel outside the exclusionary zone for rapid rescue, a harness and safety rigging for any person in the trench.

22. All personal motorized watercrafts and vessels must remain 300 yards from the shoreline.

23. No launching or landing of personal motorized watercrafts or vessels from beach.[3]

24. For safety purposes, flagmen are required for all heavy equipment, machinery, and vehicles that are operated on the beach, including during the loading and unloading of filming equipment on the beach.

25. Proof of insurance meeting each jurisdiction involved is required.

26. Community Surveys must be obtained from residences before filming is permitted to take place between the hours of 10 p.m. to 7:00 a.m. Survey radius will be determined by FilmL.A. based on production activity and parking.

27. Use of 4-wheel drive vehicles on the beach are approved for equipment transporting only. No joy riding in vehicles on the beach at any time. Vehicle speed is limited to 5 m.p.h. at all times.

28. In the event of flowing storm drains, film shoots with water activity may be suspended for a period up to 72 hours due to high bacteria levels in ocean waters. Production companies may also be denied access to certain areas on the beach where there is sewage or required storm drain cleanup by DBH Maintenance staff. These decisions will be made by DBH in consultation with L.A. County Lifeguards and FilmL.A.

29. If a situation arises in which the Lifeguard Captain deems unsafe, a consultation with the on-scene production manager will be conducted to determine safer alternatives. Filming will be suspended until safety measures are adopted.

NOT A PERMIT

[2] Playback and amplified sound is not allowed at Burton Chace Park
[3] Exclusions for personal motorized watercrafts at Venice Beach

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions as set forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc. indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction set forth on the permit and any attachments.

UNOFFICIAL PERMIT

72837

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE:

Doug Inglish Photography
Company

By Doug Inglish
who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.

Address of permittee:

FilmL.A., Inc.

12/13/13
Date